

9274-01  
Amd 1

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
ENVIRONMENTAL RESOURCE SOLUTIONS, INC.  
FOR  
WETLANDS IDENTIFICATION, MITIGATION, AND PERMITTING**

**THIS FIRST AMENDMENT** to Agreement is made and entered into in duplicate this 10 day of Nov, 2014, retroactive to September 30, 2014, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and ENVIRONMENTAL RESOURCE SOLUTIONS, INC., a Florida profit corporation with an office at 8711 Perimeter Park Boulevard, Suite 1, Jacksonville, Florida 32216 (hereinafter the "CONSULTANT"), for wetlands identification, mitigation, and related permitting activities (hereinafter the "Project").

**RECITALS:**

**WHEREAS**, on December 13, 2013, CITY and CONSULTANT made and entered into City of Jacksonville Contract No. 9274-01 (hereinafter the "Agreement"); and

**WHEREAS**, said Agreement has not been amended previously; and

**WHEREAS**, said Agreement should be amended by extending the initial period of service from September 30, 2014, to December 30, 2014, so that such initial period of service is for the full year, and by exercising the first of two renewal options so as to extend the corrected period of service to December 30, 2015, with one renewal option remaining at terms mutually agreeable, with no increase to the maximum indebtedness, such maximum indebtedness to remain a not-to-exceed amount of \$250,000.00, and with all other provisions, terms, and conditions remaining unchanged; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 1.02 of said Agreement is amended by extending the initial period of service from September 30, 2014, to December 30, 2014, so that such initial period of service is for the full year, and by exercising the first of two renewal options so as to extend the corrected period of service to December 30, 2015, with one renewal option remaining at terms mutually agreeable,

**"1.02 PERIOD OF SERVICE**

This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until December 30, 2015, or earlier termination as provided in Section 5.01 hereof. This Agreement may be renewed for one (1) additional one (1) year period upon provisions, terms, and conditions mutually agreeable to the parties."

3. The maximum indebtedness shall remain a not-to-exceed amount of \$250,000.00.

**SAVE AND EXCEPT** as expressly amended herein, the provisions, terms, and conditions of the Agreement of December 13, 2013, shall remain unchanged and shall continue in full force and effect.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment

the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By *James R. McCain, Jr.*  
James R. McCain, Jr.  
Corporation Secretary



By *Karen Bowling*  
Alvin Brown, Mayor

Karen Bowling  
Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
**ENVIRONMENTAL RESOURCE SOLUTIONS, INC.**

WITNESS:

By *Phelicia Cruz*  
Signature  
Phelicia C Cruz  
Type/Print Name  
CFO  
Title

By *Kim M Allerton*  
Signature  
Kim M Allerton  
Type / Print Name  
President  
Title



**Encumbrance and funding information for internal City use:**

**Account . . . . . Various subsequently issued purchase orders**

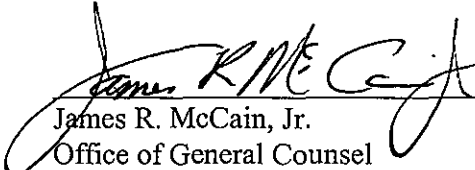
**Amount . . . . . \$250,000.00**

**This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) is/are issued.**

In accordance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification os not nor shall it be interpreted as an encumbrance of funding under the Contract. Actual encumbrance(s) shall be made by subsequent purchase order9s0 as specified in said Contract.

  
\_\_\_\_\_  
Director of Finance  
City Contract #9274-01, Amd #1  


Approved as to form:

  
James R. McCain, Jr.  
Office of General Counsel



ENVIRES-02

JSMITH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: <b>Joanne Smith, CIC</b>
	PHONE (A/C, No, Ext): <b>(904) 353-3181</b> FAX (A/C, No): <b>(904) 353-5722</b>
	E-MAIL ADDRESS: <b>Jsmith@cwpowellins.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Evanston Insurance Company</b>
	INSURER B: <b>Westfield Ins Co</b>
	INSURER C: <b>Technology Insurance Company</b>
	INSURER D:
	INSURER E:
	INSURER F:

INSURED  
Environmental Resource Solutions, Inc.  
8711 Perimeter Park Blvd  
Suite 1  
Jacksonville, FL 32216

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		14PKGSE20009	04/18/2014	04/18/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: <b>Per Proj Agg 5M Max</b>					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS		CWP7444142	01/28/2014	01/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		14EFXSE20001	04/18/2014	04/18/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	DED RETENTIONS					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TWC3383067	12/07/2013	12/07/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		14PKGSE20009	04/18/2014	04/18/2015	Each Condition 2,000,000
A	Claims Made Form		14PKGSE20009	04/18/2014	04/18/2015	Retro Date 10/2/2007

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City Of Jacksonville Office of General Counsel 117 W Duval Street Ste 480 Jacksonville, FL 32202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan Jordan</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.